



1 **LAW OFFICES OF LES ZIEVE**
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The following constitutes
the order of the court. Signed March 5, 2013

Roger L. Efremsky
U.S. Bankruptcy Judge

9 **UNITED STATES BANKRUPTCY COURT**

10 **NORTHERN DISTRICT OF CALIFORNIA**

11 **OAKLAND DIVISION**

13 In re
14 Michael Curtis Rush and Jennifer Lynn Rush,
15 Debtors.

Case No. 11-46141

R.S. JAB-77303

CHAPTER 13

16 California Housing Finance Agency, its assignees
17 and/or successors in interest,

**ORDER MODIFYING AUTOMATIC
STAY AND FOR ADEQUATE
PROTECTION**

18 Movant,

HEARING:

Date: February 27, 2013

Time: 1:30 P.M.

Place: U.S. Bankruptcy Court
Courtroom 201
1300 Clay Street
Oakland, CA 94612

19 vs.
20 Michael Curtis Rush and Jennifer Lynn Rush,
21 Martha G. Bronitsky, Trustee,

22 Respondents.

23
24 It is hereby ordered and agreed by and between Movant California Housing
25 Finance Agency, its assignees and/or successors in interest ("Movant"), through its counsel,
26 Jennifer A. Bender of the Law Offices of Les Zieve, and Debtors Michael Curtis Rush and
27 Jennifer Lynn Rush ("Debtors"), through their counsel, Anne Y. Shiao of the Law Offices of
28 Patrick L. Forte, as follows:

1. **IT IS HEREBY ORDERED** that this Order is in regards to Movant's interest in the real property generally described as 743 Bailey Road, Pittsburg, California 94565 (“Property”).

2. **IT IS FURTHER ORDERED** that Debtors shall maintain regular monthly payments on Movant's first deed of trust obligation, in a timely fashion, beginning with the March 1, 2013 payment, and continuing thereafter on the first (1st) day of each month. Payments are due on the first (1st) day of each month and are delinquent after the fifteenth (15th) day of each month. The amount of these payments may be subject to change under the terms of the parties' original agreements. All payments due to Movant hereunder shall be paid to Movant at the following address:

California Housing Finance Agency
Attention: Cashiering
1040 Riverside Parkway, Suite 110
West Sacramento, CA 95605

3. **IT IS FURTHER ORDERED** that in the event Debtors fail to timely or properly comply with the payment provisions set forth in paragraph 2 hereinabove, Movant may give written notice of the default to Debtors and Debtors' counsel via first class mail. In the event the default is not cured within 10 days from the date of the notice, Movant may restore its Motion for Relief from the Automatic Stay to the Court's calendar for further hearing upon ten (10) days' notice to Debtors and Debtors' counsel.

4. **IT IS FURTHER ORDERED** that if the loan secured by Movant's first deed of trust obligation is non-escrowed, then Debtors shall maintain property taxes and current hazard insurance for the Property, and provide proof of said insurance to Movant on a timely basis.

5. **IT IS FURTHER ORDERED** that the acceptance by Movant of a late or partial payment(s) shall not act as a waiver of Movant's right to proceed hereunder.

6. **IT IS FURTHER ORDERED** that in the event this case is converted to a Chapter 7, the automatic stay shall be terminated as to Debtors only without further notice, order, or proceeding of the Court. If the automatic stay is terminated as a matter of law, the terms of this Order shall immediately cease in effect and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the Property and/or against Debtors.

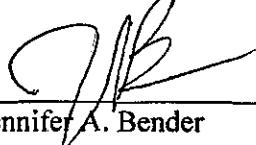
1 7. **IT IS FURTHER ORDERED** that the foregoing terms and conditions
2 shall only be binding during the pendency of this bankruptcy case. If, at any time, the stay is
3 terminated with respect to the Property by court order or by operation of law, the foregoing terms
4 and conditions shall cease to be binding and Movant may proceed to enforce its remedies under
5 applicable non-bankruptcy law against the Property and/or against Debtors.

6 8. **IT IS FURTHER ORDERED** that Movant shall be permitted to offer
7 and provide Debtors with information regarding a potential Forbearance Agreement, Loan
8 Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation Agreement, and to
9 enter into such agreement with Debtors.

10 IT IS SO STIPULATED:

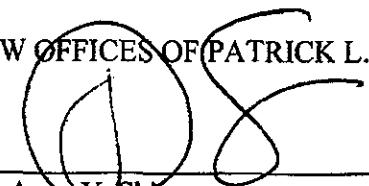
11 LAW OFFICE OF LES ZIEVE

12 DATED: 3-1-13

13 
14 By: Jennifer A. Bender
15 Attorneys for Movant, California Housing Finance
16 Agency

17 LAW OFFICES OF PATRICK L. FORTE

18 DATED: March 1, 2013

19 
20 By: Anne V. Shau
21 Attorneys for Debtors, Michael Curtis Rush and
22 Jennifer Lynn Rush

23 **END OF ORDER**

1 **COURT SERVICE LIST**
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